

1 Laura J. Thalacker
Nevada Bar No. 5522
2 *lthalacker@lionelsawyer.com*
Kelly R. Kichline
3 Nevada Bar No. 10642
kkichline@lionelsawyer.com
4 LIONEL SAWYER & COLLINS
1700 Bank of America Plaza
5 300 South Fourth Street
Las Vegas, Nevada 89101
6 (702) 383-8848 (Telephone)
(702) 383-8845 (Fax)

7 Attorneys for Petitioner
8 Revenue Enhancement Consultants, Inc.
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10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 REVENUE ENHANCEMENT
CONSULTANTS, INC.,

13 Petitioner,

14 v.

15 MANTRA FILMS, INC.,

16 Respondent.
17

Case No.

**PETITION TO CONFIRM
ARBITRATION AWARD**

18 Petitioner, Revenue Enhancement Consultants, Inc. ("REC"), hereby seeks confirmation
19 of an arbitration award against Respondent, Mantra Films, Inc. ("Mantra"), and entry of
20 judgment in conformity with the arbitration award.

21 This petition is filed pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-13,
22 to confirm an arbitration award entered in accordance with a fully executed contract between the
23 parties and the procedures of the American Arbitration Association ("AAA"), and to enter a
24 judgment in conformity with the arbitration award.
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JURISDICTION AND PARTIES

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2 1. This is a diversity action involving a sum in excess of \$75,000.00, exclusive of
3 interest, costs, and attorney's fees and this Court has jurisdiction over these proceedings pursuant
4 to 28 U.S.C. § 1332.

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6 2. REC is a corporation organized and existing under the laws of the State of Maine
7 with its principal place of business at 50 Monument Square, Suite 300, Portland, Maine 04101.

8 3. Mantra is a corporation organized and existing under the laws of the State of
9 Oklahoma with a business address of 1601 Cloverfield Boulevard, Suite 420 South, Santa
10 Monica, California 90404.

11 4. The arbitration award REC seeks to confirm was made in this District; thus, venue
12 is proper in this District pursuant to 9 U.S.C. § 9.

13
14 **FACTS**

15 5. On or about July 1, 2006, REC and Mantra entered into an agreement entitled
16 "Nonexclusive Sales Solicitation Agreement" (hereinafter, the "Agreement"). The Agreement is
17 attached hereto as Exhibit A.

18 6. The Agreement, Paragraph 30, requires the resolution of any dispute arising under
19 the Agreement via binding arbitration under the administration and rules of the AAA.

20 7. The arbitration award that is subject to these proceedings for confirmation arose
21 from and was rendered pursuant to the parties' Agreement and the rules of the AAA.

22 8. Based on Mantra's breach of the parties' Agreement, REC filed its Demand for
23 Arbitration with the AAA on June 17, 2008.

24 9. On June 25, 2008, the parties agreed to jointly choose one arbitrator to hear the
25 dispute rather than choose a three-arbitrator panel.
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1 10. On November 24, 2008, Rew Goodenow was appointed, without objection, as
2 arbitrator. See Exhibit B attached hereto.

3 11. On April 2, 2009, an arbitration hearing was conducted before the arbitrator as
4 provided for by Paragraph 30 of the Agreement.

5 12. On April 8, 2009, the arbitrator rendered an arbitration award ("Arbitration
6 Award"). The Arbitration Award is attached hereto as Exhibit C.

7 13. The Arbitration Award awarded "damages against Respondent in favor of
8 Claimant [REC] in the amount of \$171,240, on the breach of contract claim." See Exhibit C, p.
9 3.

10 14. The Arbitration Award required Mantra to bear the AAA's entire filing and case
11 services fees of \$4,000. See Exhibit C, p. 3.

12 15. The Arbitration Award required the fees and expenses of the arbitrator, totaling
13 \$4,721.73, to be borne by Mantra. See Exhibit C, p. 4.

14 16. The Arbitration Award therefore ordered Mantra to reimburse REC \$6,360.87,
15 representing that portion of the AAA's and the arbitrator's fees and expenses in excess of the
16 apportioned costs previously incurred by REC. See Exhibit C, p. 4.

17 17. Accordingly, the total award in favor of REC and against Mantra was
18 \$177,600.87 (\$171,240 plus \$6,360.87).

19 18. To date, Mantra has declined to comply with the Arbitration Award and has failed
20 to pay the sum awarded to REC.

21 19. Mantra has not sought to vacate, modify, or challenge the Arbitration Award.

22 20. REC is entitled to confirmation of the Arbitration Award and entry of judgment in
23 conformity with the award pursuant to Sections 9 & 13 of the FAA.

PETITION TO CONFIRM ARBITRATION AWARD

21. REC incorporates paragraphs 1 through 20 by reference as though fully set forth herein.

22. REC petitions this Court to enter judgment confirming the Arbitration Award.

23. Pursuant to 28 U.S.C.A. § 1961, REC is entitled to post-award interest accruing from the date of the Award until paid.

24. REC is entitled to its attorneys fees and costs in bringing this action pursuant to Paragraph 30 of the Agreement.

WHEREFORE, Petitioner, REC, prays that the Court:

1. Enter an order confirming the Arbitration Award against Respondent, Mantra Films, Inc.;

2. Enter judgment in favor of REC against Mantra for the sum of \$177,600.87, plus interest from the date of entry of the Arbitration Award until paid;


3. Award REC its attorneys' fees and costs in bringing this action and collecting on the judgment; and,

4. Award REC with such other and further relief to which it is entitled at law or equity.

DATED this 20th day of July, 2009.

LIONEL SAWYER & COLLINS

By:


Kelly R. Kichline
Nevada Bar No. 10642
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

Attorneys for Petitioner
Revenue Enhancement Consultants, Inc.